

The Guild's Screen Magazine

Important to Actors:

Analysis of Guild proposals versus
new Academy Contract . . . page 8

Important to Writers:

Summary of brief presented by
Writers to Washington . . . page 3

The Screen Guilds' Magazine

Published Jointly by the Screen Writers' Guild of the Authors' League of America and the Screen Actors' Guild

Tomorrow's Styles Today

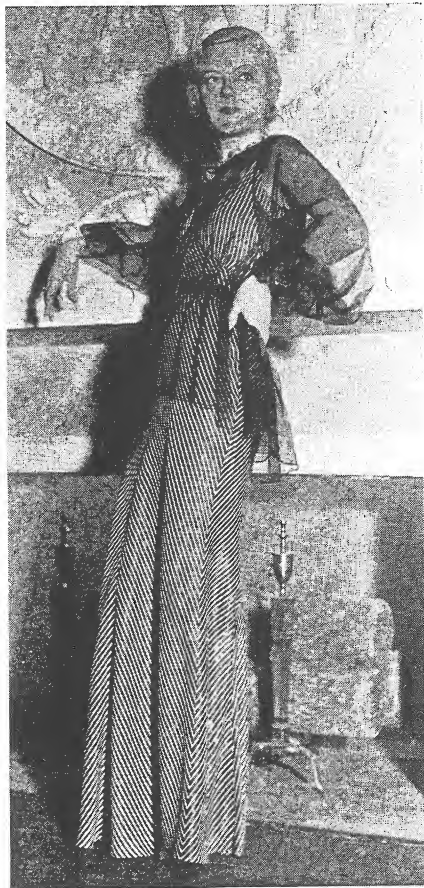


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Robert Neville.....Editor
Kenneth Thomson.....Managing Editor
Wilma RussAssociate Editor

CONTRIBUTING EDITORS

Rupert Hughes Lucile Gleason
Nunnally Johnson Ann Harding
Wilfred MacDonald Fredric March
Dudley Nichols Robert Montgomery

Edward Green.....Advertising Manager

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"You want Mr. Scriber to write an article for Screen Guild's Magazine?—I'm sorry, but he won't be able to—he's right in the middle of a big continuity?"

Writer-Producer Code Committee Disagrees . . .

THE Writer-Producer committee of the Motion Picture Code, written into the Code through the efforts of The Screen Writers' Guild, has finished its work, with a complete disagreement between the two groups. The committee composition is as follows:

WRITERS—ACTIVE:

Ralph Block
John Emerson
James Gleason
Dudley Nichols
Waldemar Young

ALTERNATIVES:

Gladys Lehman
Rupert Hughes
John F. Netteford
Seton I. Miller
Courtenay Terrett

PRODUCERS—ACTIVE:

Irving Thalberg
Darryl Zanuck
I. Chadwick
Henry Henigson
Sol Wurtzel

ALTERNATES:

Hal Wallis
Samuel Goldwyn
Larry Darmour
Harry Cohn
Merritt Hulburd

At the final meeting of the committee on December 4th, 1934, it was agreed that having reached an impasse, each side would send its argument to the Administrator in Washington. The producers, at no time, submitted any suggestions for proposed rules of fair practice. The writers submitted an extensive recommendation at the very outset of the conferences and these recommendations will be sent to Washington accompanied by a supporting brief.

Many of the recommendations impressed the producers as being reasonable but the producing side of the committee, early in the conferences, disclosed openly its disinclination to accept Government supervision of any relations between writers and producers.

Excerpts from the brief accompanying the writers' recommendations read as follows:

"The companion report of the actors' five-five committee which preceded this one, has, we think, sufficiently portrayed the background of the struggle between talent and the producers for fair working conditions. Every effort has been made by employees to get the results by negotiations. These efforts have met only with unyielding refusal on the producers' part. We have ex-

Writers present recommendations and brief to Washington

hausted the possibility of negotiation and seek the establishment under the Code of enforceable rules of practice in regard to our working conditions."

In relation to the no loan without consent clause, the brief states:

"Writing is a creative profession and the writer-members of the committee were unanimous in presenting the sentiment of writers that they should not be treated as pieces of real or personal property, to be passed around from hand to hand."

In speaking of readers the brief says:

"The average motion picture executive does not read submitted material but depends on a synopsis by readers . . . while the executive who is too busy to read draws huge salaries and bonuses, the reader is badly underpaid."

The brief concludes:

"The writer members of this committee have labored earnestly for months in the preparation of the accompanying recommended rules of fair practices. We have asked for the establishment of only those conditions and practices to which the writer is clearly entitled. Writers received no benefits under the Motion Picture Code as originally written; on the contrary, they were forced to expend great efforts to defeat unfair provisions against them written into that Code. The one concession to writers in the motion picture code as finally drafted was the creation of this committee."

"The Code, as finally signed by producers and accepted by them and operative included the establishment of this committee. Any attempt, therefore, by producers to deny now the competence of this committee of the N. R. A. on the ground that the N. R. A. has no right to institute rules of fair practice for writers and producers, is a violation of that obligation which producers assumed when they signed their names to the Motion Picture Code of the National Recovery Act. It is clearly against the spirit of law everywhere for a party to an agreement to select those moments when he shall and when he shall not be subject to the provisions of that agreement. We ask the speedy adoption of the rules of fair practices herein proposed."

Twelve rules of practice are submitted in the writer recommendations. These rules are as follows:

1. Has to do with definitions.

2. Recommends that all contracts between writers and producers including those for week to week employment shall be in writing, one copy of which shall be delivered to the writers.

3. Involves protection for the free lance writer. The elements of this rule is as follows:

(1) Except in the case of royalty contracts, no producer shall agree with a writer that the writer shall write on speculation at the initiation or request of any producer. This does not limit the writing and submission of original stories on speculation, so long as they have not been initiated or requested by a producer.

(2) No producer shall agree with a writer that the writer shall write any original story, adaptation, treatment, screen play, continuity, dialogue, or any combination of these, except under a written contract specifying compensation and containing substantially the following minimum terms in favor of the writer:

(a) The writer is to be paid not less than 25 per cent of the total agreed consideration at the time of agreement.

(b) The balance is to be paid on delivery, except in case of an original, where it is to be paid on acceptance of the writer's work. In case of an original, if this balance shall not have been paid within three months after delivery, all rights to the work not initiated by or originally the property of the producer shall revert to the writer.

(c) Should the producer desire the writer to make changes in the completed work, he must notify the writer within ten days after delivery, and the writer shall make such reasonable changes as may be required without additional compensation. (This does not apply to an original).

(d) A producer may make a single agreement with a writer for the performance of any or all of the operations in the creation of a screen play, but only under a written agreement which conforms to the above minimum terms for any single operation.

(e) A producer may enter into a written agreement with a writer whereby the producer has an option, or options, on his services for the successive operations, but the agreement must specify the number of days' option the producer has after the completion of reasonable changes in the preceding step in the case of each single operation.

(3) The foregoing provisions do not apply to contracts in which the writer is paid a salary by the day, the week,

the month, or the year, and do not apply to week contracts.

4. Provides that both producers and writers must give a weeks' notice in writing before the termination of any week to week contract. The producer may have the right to continue the writer on a specific job but not longer than 60 days. Any contract between a producer and a writer whereby the writer is employed on a salary basis and not employed for a term of at least three months and whereby the writer's salary is paid per period of time rather than per picture shall be deemed a week to week contract; provided, however, that if a contract comes within the foregoing definition as a week to week contract and the writer is employed for an agreed period of less than one week, his contract shall not be deemed a week to week contract, until his employment has actually continued two weeks, at which time his contract shall be considered a week to week contract within the foregoing definition.

5. (a) All notice of suspension or lay-off must be in writing.

(b) Suspension by the producer by reason of Acts of God, etc. shall not be for more than one week of each three months of the contract at no pay to the writer and one week for each three months of the contract at half pay to the writer.

(c) Contractual lay-off periods must not total over twelve weeks in any year, must be for a minimum of seven days and the duration must be specified in the written notice.

(d) Writers shall not be asked to do any studio work during any lay-off periods and shall be free to do any other work.

(e) Producers must transport writers to and from locations and pay reasonable charges for board and lodging and the writer's compensation shall remain in force until he returns to the producer's studio.

(f) Writers may not be assigned or loaned without the writer's written consent. All notice of options as provided in contracts must be in writing.

(g) No contract shall contain any provisions which holds the writer liable for costs or attorney's fees of a plagiarism suit in which the plagiarism is not established.

6. Screen credits. Writers shall receive screen credit according to their contribution and no contract may violate this. The two credits established will be for original material and screen play except for musicals. The credit given a writer who writes both original and screen play shall read "original screen play by." Where the original material is a book, play, etc. separate credits shall be given for the original

Writers-Producer Code Committee Disagrees

Continued from page 3

material and the screen play. The name of the writer of the original material may appear on the main title card but if it appears on the same title card as the screen play credit it shall appear beneath it and in smaller type. The screen play credit shall always appear next to the main title card except where the director's card intervenes. Associate producers or other executives can only obtain screen play credit if they have actually written the screen play without collaboration. They are eligible to original material credit if the material has been actually purchased from them by the studio. Directors shall be eligible for writing credit providing they have materially contributed to the actual writing of the screen play. The mere contribution of ideas shall not be deemed a basis for a credit claim. The producer may limit screen play credit and original material credit to three names each.

7. Conciliation and arbitration. In case of a dispute a writer shall notify any screen writers' organization to which he may belong, which organization will, through its conciliatory machinery, attempt to adjust the dispute. If conciliation is unsuccessful within two weeks, either party may thereafter notify the other in writing and demand arbitration. Within five days thereafter the producer will appoint two arbitrators, and the organization of which the writer is a member will appoint two arbitrators. The arbitrators so chosen shall agree on a fifth disinterested arbitrator. If the arbitrators cannot agree on the choice of a disinterested arbitrator, the appointment shall be made by Administrator of the N. R. A. Motion Picture Code under such rules as he may from time to time prescribe. Said arbitrators shall promptly hold a hearing and make an award by the vote of at least three arbitrators, and such decision shall be conclusive. Said Administrator may prescribe additional rules governing the procedure of such arbitration and when so prescribed they shall become a part of this contract. If the writer is a member of more than one screen writers' organization at the time the dispute arises, he shall designate at the time of said controversy which organization shall act for him. If the writer is a member of no screen writers' organization at the time the dispute arises, this paragraph shall be void and of no effect.

No producer shall make it a condition of employment, or persuade or attempt to persuade a writer to designate any particular writers' organization to ap-

point arbitrators for the writer under the arbitration paragraph in any contract between a producer and a writer.

8. (a) All writers working simultaneously on the same material whether in collaboration or independently, shall be so notified by the producer.

(b) Agreements or understandings by producers, whether formal or informal, to blacklist writers, are prohibited.

(c) Secret or other agreements between or among producers to prevent competitive bidding at any time for the services of writers, are prohibited.

9. Every contract hereafter entered into between a producer and a composer or lyricist or song writer shall contain provisions providing substantially:

(a) Wherever a song is used in its entirety (verse and chorus) in any motion picture, composer and lyric writers shall receive screen credit therefor.

(b) Where a song is not used in the special picture for which it has been ordered by the time of the release of the picture, it shall automatically revert back to the ownership of the author of said song.

(c) Where a song is photographed and recorded as a portion of a picture but is cut and not used in the picture for which it is written, the ownership of said song shall automatically revert to the author thereof unless the producer has used it in some other picture within six months after the date of the release of the original picture.

10. Readers.

(1) All contracts between readers and producers shall be in writing.

(2) No producer shall employ any reader at less than the following minimum scale of compensation:

(a) Where the employment is by the day, week, month, or year, a salary of \$50.00 a week for a six day week, and a pro rata salary according to the time unit.

(b) Where the employment is on a job or piece-work basis:

Book, published or in manuscript..	\$7.50
Play, published or in manuscript..	5.00
Original, under 50 pages.....	3.50
Original, 50 to 150 pages.....	5.00

For material read in a foreign language and synopsis in English:

Book	\$10.00
Play	7.50
Original, under 50 pages.....	5.00
Original, 50 to 150 pages.....	7.50
Original, over 150 pages.....	10.00

For translations:

Book	\$250.00
Play	100.00

(4) No contract between a producer and a reader, and no agreement or understanding between or among producers shall prevent a reader from bargaining

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Newspaper Guild Blazes Trail for Writers and Actors . . .

By Ralph Block

SCREEN Writers in Hollywood have shown an admirable patience with their representatives on the writer-producer committee established and operating under the provisions of the N. R. A. Motion Picture Code. The provision for establishing such a committee was written into the Motion Picture Code in 1923 through the efforts of The Screen Writers' Guild. The writers on the committee:

ACTIVE

Ralph Block
John Emerson
James Gleason
Dudley Nichols
Waldemar Young

ALTERNATES

Rupert Hughes
Gladys Lehman
Seton I. Miller
John F. Natteford
Courteney Terrett

represent all writers in the business, regardless of any organization to which they may belong. The full committee of writers and producers has conducted its deliberations in complete privacy to avoid the misrepresentation and misinformation that follows the usual semi-official public statement. Writers, however, will be glad to know that the committee is approaching the end of its labors and that the brief supporting the contentions of writers, which will be filed shortly in Washington, will be available for public perusal.

As a member of the committee, I cannot comment at this time upon the deliberations of the committee. But there are, at the present time, certain changes in N. R. A. policy and in fields not directly associated with motion picture writing which, nevertheless, have a direct bearing upon the positions of the Hollywood writer.

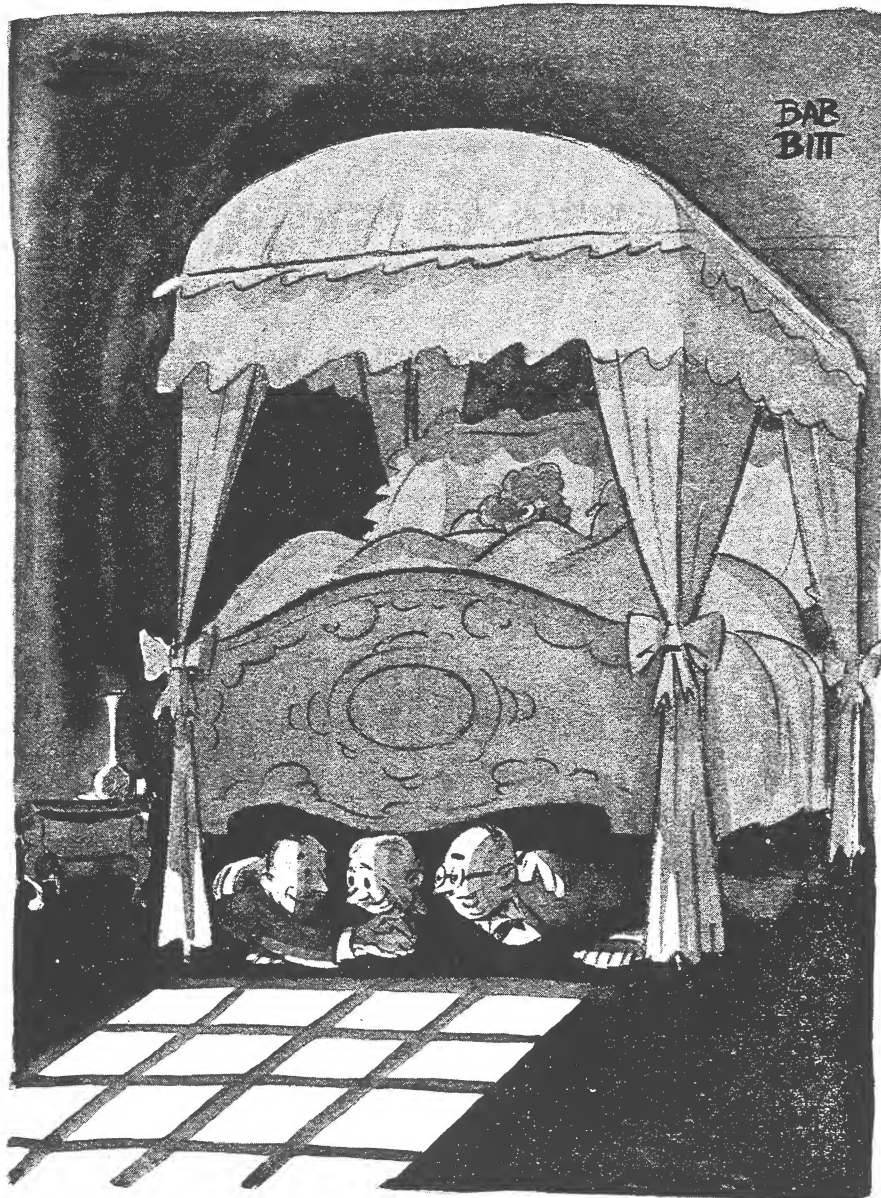
Most important of these associated events are those in connection with the development of the Newspaper Guild of America and its effect to properly establish the rights and protections of newspaper writers. The Newspaper Guild, in less than a year, has become an organization of more than eight thousand members all over the United States. It has already, in a few cases, filed recognition contracts with newspaper publishers. In a large number of cases it has encountered the natural opposition of publishers to the recognition of a union of writers; and this hostility has resulted in a kind of open warfare. The Newspaper Guild has conducted, and is conducting, strikes, and is carrying on an active campaign for enforcement by

the Federal Government, of N. R. A. provisions, guaranteeing the worker's right to join any organization he may wish without coercion.

The Pacific Coast is, at the present time, the center of the most important case of this kind, important enough indeed, to call for Presidential action within the last few weeks. Dean Jennings, a San Francisco newspaper writer and a member of the Newspaper Guild, was discharged from the San Francisco *Call Bulletin* because of his alleged activity in the Newspaper Guild. His case, vigorously fought by the Guild, was finally taken to the National Labor Relations

Board, which is not a part of the N. R. A. and is empowered to act independently of it. Over the protests of publishers all over the United States the Labor Relations Board, under the chairmanship of Francis Biddle, ruled that unless the San Francisco *Call-Bulletin* re-employed Mr. Jennings, the Board would cite the newspaper to the N. R. A. for loss of its Blue Eagle. Publishers complained loudly in every American city that the freedom of the press was being violated. The effect of this campaign by important newspaper mediums, was so great that the President ruled

Continued on page 15



Mr. Semster, meet Mr. Ginsberg

Central Casting Head Reports . . . *By Campbell MacCullough*

STATISTICS notoriously make dry reading but they may cover an immeasurable amount of human weal and woe. This familiar reflection is prompted by the story behind the third monthly report of the Central Casting Bureau's Complaint Department, which has just come to my desk.

The Complaint Department was originated last fall to get from the extra players at first hand a frank expression of their employment problems. They were assured from the first that complaints would not be used against them in the assigning of work calls and that all facts submitted that might be prejudicial would be held confidential by the department. This policy has been strictly followed.

From the first day the department had its hands full. Three workers had been assigned to it and all were kept busy from morning till night. We had expected chiefly accusations against the management of the casting bureau but instead the dominant note was a combination of real want (sometimes of actual hunger) maladjustments and frustrations, coupled with pleas for more work to correct these other conditions.

More work, if there was more work to be had, would do much but it was not enough. I was relieved that I had put in charge of the department an experienced social worker. Plainly we had a tall job of social service ahead of us. And in addition, everything possible must be done to spread what work there was among those that proved to be the most deserving.

In passing, let me say that this attempt to spread the available work has not been as successful as we had hoped. It is true that we have managed to increase the call allotment of several hundred deserving and useful people but this has spread the allowance of others so thin that many have had to suffer. The truth is that even the earnings of the most successful dress men, when wardrobe cost and upkeep is deducted, are no more than a good secretary would earn and less than many a bricklayer or carpenter, while the average of the rest is pathetically low. I say this in the face of a popular impression that many extras work virtually "all the time" and earn substantial salaries. It is just not so and there are only a few from whom days of work can fairly be taken now and then, to be given to the more needy.

Incidentally, this is a good place to show from our 1934 annual report—which has just been compiled—how little work in comparison to the demand there

is. This office shows 219,657 placements during the year, divided thus: 137,451 among men, 73,216 among women, 4,943 among boys and 4,247 among girls. That works out to an average total of 705 per day. But—and this is unfortunate for the extra player who hopes to make a living at this work—51% of the combined men and women placements *did not go to extras at all*, but had to be distributed among the racial and crowd groups known as "Miscellaneous Atmosphere." These people are not registered in this office and get only occasional calls. So that we have left for distribution among the bona fide extra people an average of 345 jobs per day.

The Complaint Department figures show a total of 2,363 personal interviews in the first ninety days of its existence. This is an average of 180 a week. In addition to these there were 7,500 telephoned complaints or requests for work—an average of more than 100 a day.

An earnest attempt was made to take some sort of definite constructive action in every one of all these cases. Outside of work rotation, the disposition of cases in which there was a pressing need for other assistance paints a vivid picture.

For 143 persons the Complaint Bureau found jobs outside of motion pictures.

For 22 persons medical attention was secured and 16 were sent to the hospitals.

Five were provided with transportation home outside of California.

Thirteen women referred to the Women's Vocational Service Bureau as being considered better equipped for other professions than motion picture work, were placed in temporary positions.

Immediate relief for 244 persons was obtained from one or other of the following agencies: SERA, Assistance League, Motion Picture Relief Fund, Catholic Welfare, Jewish Social Service, Bureau of County Welfare, Unemployed Women's Relief Fund, State Aid Pensions and Child Welfare. In this connection our Complaint Bureau has direct relations with 160 relief agencies of Los Angeles County.

Undoubtedly this total of relief and reconstruction is not a tenth of what remains to be done within the ranks of the motion picture industry. That, I think, is the lesson of the figures. The acting personnel of the industry in California is heavily over-manned. This is a condition that inevitably heads toward tragedy. We must be prepared for a large shifting of those whom the industry cannot supply with work to other employment. This means radical readjustments for many, but it is inevitable. We propose to do all we can to carry the load. If we are unable to carry it all it will not be for lack of effort.

The Greatest Film Fan . . .

It was the evening of my arrival in Maracay, the citadel President Gomez of Venezuela has built at the crossroads of his nation.

Scarcely before the conclusion of dinner, the great hotel, which Gomez has erected for the accommodation of his guests and cabinet ministers, was mysteriously emptied. No one in the huge open-air bar, no one in the magnificent salon that lies across the wide patio. The spacious corridors were suddenly empty.

I found myself alone in the lobby with the Alsatian manager.

"Aren't you going to the moving pictures, Senor?"

"It is the custom—one might almost say, the necessity. You see, the *General* goes every evening."

The film was American; and from somewhere in the rear of the theatre boomed a deep, insistent voice translating the English dialogue into Spanish.

When the lights blazed on after the

final fadeout, I found myself in the inner circle of the aged dictator's court. In a box behind us sat Gomez himself, on one hand a pretty daughter, and on the other his secretary-prime minister, whose voice had added so much to the General's enjoyment of the film, if not to mine.

Gomez is perhaps the world's greatest motion picture fan.

An average of 360 nights a year he goes to the cinema—or it comes to him. Only illness or a half dozen state occasions can interrupt this habit of long standing.

In Maracay, his unofficial capital where he passes a fortnight each month, the picture theatre belongs to him and is *de rigueur* for his whole court. The remainder of the month, which he spends in the capital, Caracas, the films are shown each evening in the dining room of Miraflores Palace, after he has finished his supper of bread and milk. For this private entertainment he pays ap-

(Continued on page 20)

FADE-OUTS and CROSS-DISSOLVES:

COSTUMES and ELECTRICAL EFFECTS by "BABBITT"



EVENING STAR

Miss Tanya Blontello, nee' Mary Brown—the newest of the Wellington Picture Company's "Wampus" stars—shows the reporter her contract.

"Mr. Wellington told me the other evening that I was cut out for dramatic roles," says Miss Blontello blushing.



EDUCATIONAL

Little Junior Doolittle GMG baby star, only one year old, is a living verification of the popular belief that movies are an educational influence on children.



REWARD OF TRUTH

"Honest John" McGarthy, former ace newsreel cameraman for Turner Bros. Pictures, Inc., is now in the army of unemployed.

"Honest John's" assignment was to photograph public enemies Nos. 1, 2 and 3 . . . and poor "Honest John" brought back three reels of Jack, Harry and Albert Turner.



EUROPEAN JOURNEY

Miss Luella Le Vieux, Paragon Pictures star, returns from a European trip.

"This little vacation has given me my first opportunity in 3 years to visit my husband in Amsterdam," said Miss Le Vieux.

Seated left to right. Miss Le Vieux's secretary, Miss Le Vieux, and Mr. Von Rosenstein, Jr., acting president of Paragon Pictures, who, by happy chance, met Miss Le Vieux most every place in Europe—except Amsterdam.



ROMANCE

The people's favorite ingenue, Miss Helena Carlot, seven times divorced, is pictured here with J. Mortimer Glutz, Sr., of the famous Glutz Brewery millions.

"This time it's love," says Helena.

"I thought it would be nice, just once more," says Mortimer.

Analysis of Guild Proposals

For Free Lance Actors and Day Players Against New Academy Contract

On January 31st the Academy gave to the press a statement containing its proposed revisions of the present free-lance contract and rules for the employment of day players. This development hardly came as a surprise to the Actors' Board Members, as we had been expecting it for months and publicly predicted it in the brief of the Five-Five Committee on January 7th.

It was the obvious move. A hearing will shortly be held in Washington on the actors'

proposals. This contract was written so that the producers could assure the administrator that they have corrected all of the actors' complaints voluntarily.

The statements to the press were rather surprising to the actor members of the Five-Five Committee. They had heard their proposals ridiculed as fantastic by the producers. They had heard statements made that if they were adopted the industry would be bankrupted. Now it seemed that the majority of their pro-

posals were to be granted through the Academy.

It seemed incredible. It must be investigated. Accordingly the Guild procured copies of the new contract and the rules for day players, and asked its attorney, Laurence W. Beilenson to analyze them and compare them with the Guild proposals. We print his analysis in full. Please bear in mind that the analysis is of the actual contract and not of the statement released to the press.

DAY PLAYERS

Guild Proposals

1. *Means of enforcement: That is, that the producers bind themselves by a contract with a representative actor body to continue to give whatever they promise.*
2. *Provision that actor not to be asked to waive terms.*
3. *Abolition of deal.*
4. *Abolition of Call Bureau.*
5. *Written contract with day player similar to free lance players.*
6. *Abolition of right to lay player off for four hours in middle of day without payment.*
7. *Written contract when day player employed with definite starting date.*
8. *Travel time to and from location: Full time.*
9. *Arbitration: Disinterested arbitration. Actor to pick organization to act for him.*

Academy Rules

1. No means of enforcement.
2. No provision.
3. Granted, but taken back by provision that producer can get out if the actor is recalled after 2 weeks. Further new provision that producer can make day player into a week player retroactively without day player's consent with consequent loss of salary to day player.
4. No provision.
5. No day player contract. Only rules of Academy subject to change at any time.
6. Granted.
7. No provision for contract for day player with definite starting date. Producer can make oral deal and get out of deal up to noon of preceding day. Allows "weather permitting" calls.
8. Half time.
9. Arbitration: Through Academy or not at all, at actor's choice.

FREE LANCE ACTORS

Guild Proposals

Academy Contract

1. <i>Means of enforcement—that is, that the producers bind themselves by a contract with a representative actor body to continue to give whatever they promise.</i>	1. No means of enforcement.
2. <i>Provisions that actor not to be asked to waive terms.</i>	2. No provision.
3. <i>Abolition of deal.</i>	3. Promised in press release, but nothing in contract. Nothing to prevent a supplemental agreement with the player.
4. <i>Abolition of Call Bureau.</i>	4. No provision.
5. <i>Fifteen hour rest period, which cannot be waived.</i>	5. Twelve hour rest period with provision actor gets extra day's pay if violated. But nothing to keep producer from "requesting" actor to waive this provision.
6. <i>Sundays and Holidays: No work on Sunday or legal holidays without compensating day's rest.</i>	6. Granted except limited to six holidays. Nothing to prevent waiver.
7. <i>Starting date: Reduce leeway of producer to 24 hours on either side.</i>	7. Granted.
8. <i>Termination right: Producer to pay actor a week if he terminates employment.</i>	8. Producer to pay actor a week only if he terminates employment within 30 days of starting date or after start of production.
9. <i>Travel time: Full pay back and forth when on location.</i>	9. If less than 24 hours distant, no pay till appears before camera or 24 hours after reaches location. If more than 24 hours distant, player is left to own bargaining power to get travel time if he can.
10. <i>Delivery of contracts: In force only when signed and delivered by both parties.</i>	10. A peculiar provision that leaves it to oral evidence whether contract is in force. Producer need not sign.
11. <i>Arbitration: Disinterested arbitration. Actor to pick organization to act for him.</i>	11. Arbitration: Through Academy or not at all, at actor's choice.
12. <i>New provisions in favor of producers. None.</i>	12. New provisions in favor of producers: - One day free publicity stills. - If contract terminated, can make actor come back and finish at same salary any time actor not working within six months.

It is evident that the old story is to be repeated. The contract puts the responsibility for enforcement on the shoulders of the individual actor. The record of the Academy shows that he can expect no help from that quarter. The Academy committee adopted

some of the Guild proposals, but avoided the most vital one, which made the producer responsible for keeping his promises.

Several questions remain. If these proposals are fair when offered to the producer by an Academy committee, why are they not equally

fair as part of the Code? Or for that matter, as part of a contract between the producers and the only representative actors organization?

We should like an answer to these questions. We propose to ask for one in Washington.

Asteroids . . .

Bobby Koshay

She took all the championships in diving at the Southern California and Far-Western meets in 1928, and would have brought some home from the Olympics, but she hurt her back while Fred Cady was training her and the now-great Georgia Coleman. Lay in a plaster cast for two years, then came back to pictures in "Scarlet Skies and Monsieur le Fox. Film debut, however, was with Clara Bow in the "Collegians" when she was only fourteen, from which time she played in all la Bow's films, much to the consternation of school authori-



ties. Took two years off to travel and live in South America. Then decided that the north and south could not meet, and dissolved the ties. Came back again in pictures in speaking parts, playing in "Beggars in Ermine," "Woman's Man," "White Parade," "Private World," and "Vagabond Lady." Is never overlooked where there are swimming or diving roles. Passionately fond of swimming and diving, Bobby Koshay, when she is not at the studio, is almost certain to be found at the beach or at one of the many southland homes or resorts popular for their swimming pools. She is fond of all outdoor sports and excels at tennis.



Major Sam Harris

Has one of the most interesting backgrounds in films, having held commissions in two wars, traveled around the world five times and done most of the things that make pictures interesting. Australian by birth and commanded the Australian Light Horse and served on staff during Boer War. Commanded Australian infantry in the World War and took the 133rd U. S. Regiment over the top at Hamel Wood, July 4th, 1918. Served in Canada as Australian Government Agent. Played juvenile lead in musical comedy "The Runaway Girl," and "Country Maid." Started in pictures with Hal Roach in 1923. Left, but returned in 1931 and has since been constantly employed. Appeared in "Rasputin," "Gabriel Over the White House," "Queen Christine," "Fog Bound," "Down to Their Yacht," "The Lives of a Bengal Lancer," and is now working in "Becky Sharp." Is a champion oarsman of Australia, master of hounds, has represented the state on polo teams, excels in swimming and diving, drives four-in-hand, rides, shoots and acts as judge and ring-master at local California horse shows and officiated at the Olympic Games in 1932. In addition to war decorations, has Royal Humane Society medal for life saving.

Drawn by John Carr

Peggy Stratford

She is playing the female lead in "The New Pioneers," opening in a downtown theatre Feb. 12 under the direction of Max Pollock. Is one of the sixteen girls chosen by the Hollywood Theatre Guild for special training for their productions in the Hollywood Playhouse. She is the brown-eyed, brown-haired girl who used to play with May McAvoy, Jacqueline Logan, Patsy Ruth Miller and Louise Dresser. But school took her away from pictures. Finishing college, she went into repertoire in San Francisco and played Eliza in "Uncle Tom's



Cabin," and the White Queen in "Alice in Wonderland." Worked up to ingenues and leads with Travers in such plays as "Dangerous Corner," "Lysistrata," and "The Devil Passes." Came back to Hollywood and pictures in "Pursuit." Born in Nicaragua for no reason except her parents were there, she was taken to her mother's native country, France, and placed in school. Lived over most of the continent, and then her family settled in Los Angeles. Tennis, bridge and superstitions take up her spare time. Won't pass the salt, but won't pass up a thread on a friend's clothing. Thinks it means a contract if she puts it in her pocket.

Ibsen Comes to My House . . .

By Arthur Caesar

To my father's house came many "nuts." To join this brotherhood of self-consecrated lives required no particular rites, no ceremonies, no recommendations. You belonged if you had a good, healthy vox, and a sincere willingness to lift it against something or other plus enough control of your emotions to compromise with the comrades just long enough to sing the Marseillaise when mellow with weltschmerz and Wurtzburger.

What is wrong seemed to be the foundation rock upon which these queer acolytes of lost causes lived. I have seen men whose friendship was welded in the ideal of freedom, and who had spent years in Siberian exile together, grow violent over a slight offered the superman Nietzsche or a reflection on the creative genius of Debussy.

Into this Russo-Jewish group of realists and mystics came the great Ibsen. He had come to join the brotherhood, bearing with him the qualifications of the intellectual in exile. He, too, was a strange vox, singing in the wilderness, a discordant note in the symphony of superstition and custom.

He was brought there to our house by a little old lady, a Russian, who had served in Siberia—Babuschka—the grandmother of the Russian revolution. She carried him under her arm, tenderly, as if any moment she might find him gone, frightened away, perhaps, by the "nuts."

There was, for once, genuine excitement among the comrades and a sort of emotional unity as the old lady began to read from a paper-bound book a translation of "A Doll's House" in Russian.

She did not wait for an invitation to begin; nobody did at our house. She just read, expecting to be interrupted, and was more than surprised when her new guest was received with the greatest tribute the group had to offer—silence and attention. When she was through they applauded. She had captured them, or rather, Ibsen had.

It is the most splendid characteristic of such groups as these that they never stop with applause and bravos. They are too nervous for inaction. They must always be up and doing something, even if it's just talking about the subject they are interested in—talking to the masses.

It took no time at all for the comrades to find themselves on the streets and in the cafes, press-agenting the new apostle of the Social Revolution. The penny-a-line journalists of the group began writing about the great dramatist as if they had discovered him.

The play was "A Doll's House." It was given at the Thalia Theatre, once known as the Atlantic Garden, the Bowery's favorite music hall and, in later years, Al Woods' Temple of Dramatic Arts.

"A Doll's House" was a success, a sell-out, at ten, fifteen, twenty-five and fifty. The hit of the season, with a five hundred dollar take, and no playwright's royalties.

The East Side audience did not hoot nor whistle nor protest against Ibsen's modern woman, as did the ladies and gentlemen so adequately protected by the Scandinavian rights.

The men had seen these women labor and struggle to keep alive and had grown to respect their capabilities and to look upon these women as comrades.

Soon there followed a demand for more plays and "Ghosts" followed "The Master Builder," "Peer Gynt" and others in rapid succession.

Then came news, real news. The intellectuals were speechless—quite a

miracle—with the thought that the great Russian actor Orlenieff was coming to this country to play Ibsen.

But at what theatre? The managers of the English theatre were doubtful of its success. The problem was soon solved after the comrades had got through abusing the managers and assailing the materialistic, capitalistic system. They hired a hall formerly used for workingmen's lectures. It was called the Labor Lyceum, rather significantly, and here the great Orlenieff played his first performance.

I remember being given a load of handbills announcing Orlenieff, the great Russian actor, in "Prisrak," the Russian equivalent for "Ghosts," which I distributed in all of the East Side cafes.

The Ibsen day arrived, and it seemed to me that everybody was preparing for the performance. That night, with due warning from my father that there was to be no "monkey business," but deep and reflective silence, I was taken by

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Serious Music In Pictures? . . .

By TROY SAUNDERS

SINCE the production of "One Night of Love" the question of whether serious music and opera can be successfully used in pictures has become more than ever a question of discussion. And the query also rises, if it has come to pictures with this production has it come to stay? There is no doubt that it is a subject worthy of serious consideration, but let us not be misled by the success of one picture of this kind, or fail to place a true sense of values where it belongs.

That music, of any kind rightly used, is a very valuable asset to a picture there is no gainsaying. But music, or a musical situation, wrongly used, is as out of place and as great a danger to a picture as any other of the elements of production badly handled.

When sound revolutionized production, as nothing else had ever done since the beginning of the industry, a condition very near chaos reigned for a while. The true value of some of those elements so characteristic of and so highly developed in silent pictures, principle of which was the art of pantomime, was lost sight of, and this new element, like a new toy, consumed the entire attention of the producers. One had to make a noise all the time, no matter for what reason, for this new thing, sound, must

be used. People talked until the public veritably prayed that they would be silent. And finally the old began to be seen again amid the flood of the new, and scenes were again spaced, those precious silent moments, more eloquent than words, began to give dialogue strength by contrast, all the unnecessary chatter was thrown out and balance began to be restored. Now dialogue, at least in the better pictures, is intelligently used.

Music, like speech, being sound, was immediately pounced upon, and, being a much more abstract element, suffered much more from misuse in those first chaotic flounderings. And, just as plays, literally transferred to the screen proved dismal failures in comparison to their success on the stage, so also did musical comedies, operettas and the few scenes from opera that were tried. Then for some three years music, except for scoring, was shunned as if it were poison. But, being one of the most agreeable elements of sound it could not forever be ignored, and gradually, and with great care, it began again to creep into production. Now, although it is not true by any means of all of the musical productions, the use of music in the more popular vein has reached the point where

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The Call Board . . .

THE actor members of the 5-5 committee are extremely gratified by the wide publicity given their brief addressed to the N. R. A. administration. The brief, which argues for the acceptance by the administration of the actor proposals, was released to the press January 7th and was deemed sufficiently important by metropolitan editors for front page stories. The Associated Press carried the story to most of the important newspapers in the country and reference to it are now appearing in the weekly periodicals. Variety published the 15,000 word document in full.

Requests for copies of the brief have been received from publications in England, France and Australia; from independent exhibitor organizations, and from professors of economics at several of the larger universities who intend to use the material in their lectures.

The feature of the brief which has been most publicized is its salary disclosures. While these figures are part of the public record and open to inspection they had never before been gathered together and presented in their relation to the industry.

The figures themselves are incidental to the main purpose of the brief. The committee did not intend to attack executive salaries. Its intention was merely to show that a business which could pay such compensation could easily afford a decent contract and fair working conditions to the people upon whom the business is founded.

The publicity given the report may be of benefit to the industry. The widespread impression that all actors are plutocrats may perhaps be modified. When the general public learns that 28 per cent of working actors earn less than grocery clerks and that 75 per cent are no better paid than minor executives perhaps the contests which promise the winner a screen test will have fewer entrants. We are not too sanguine about this phase, however.

Even the figures about actors' salaries are incidental. The actor members of the committee said repeatedly that they were not fighting for actors' compensation. Their only interest was in a decent contract, enforceable and enforced, reasonable working hours, with exceptions allowed in emergencies which are real emergencies, and fair arbitration.

The brief is in the hands of the administration. The producers have requested time in which to prepare their answer. As they are thoroughly familiar with the subject it is to be hoped that they will not delay. Every effort is being made by the Guild to force an

early hearing in Washington. We are confident that the promise made by the administration will be kept and that the actors proposals will become part of the Code.

A copy of this brief is available to every Class A and Class B Guild member who will call or send to the office for it. It should be read by every actor who is interested in his profession. It is the best answer to the question "What's the Guild doing?"

Equity

At a meeting of January 16th the announcement was made of the completion of our affiliation with the American Federation of Labor through the Actors Equity Association. The final vote greatly exceeded the 60 per cent provided in the By-Laws and those who attended the meeting know with what enthusiasm the announcement was received.

For the benefit of those who could not attend, a short resume of the contract may be of interest.

The Guild now controls a charter from the Federation giving it jurisdiction over all motion picture actors in the United States and Canada.

Every Guild member is a member of the Federation.

Class C or Junior Guild members, while sharing in the benefits of the affiliation are not affected by the contract with Equity and their status as regards Equity is unchanged.

Class A and Class B members who are Equity members will be required to pay dues in both organizations but any arrears in their Equity dues is cancelled to November 1, 1934.

All Equity members now acting in pictures will be required by Equity to join the Guild and future Equity members who enter pictures must become Guild members.

It should again be emphasized that the Guild is in no sense a subsidiary of Equity. It holds the same position in the picture field as Equity does in the legitimate. It can and will conduct its affairs, without interference, in the best interest of its members. It will gain tremendous strength from the affiliation both in its own organization and in its fight in Washington. The Federation of Labor means a great deal more there than it does in Southern California and the hearing will be held in Washington.

We must do our part to make the affiliation a success. The Equity Council's sympathetic understanding of our problems made this important step possible. Let us show that we intend to keep our part of the bargain. If you are

Movie Actors Win Long Fight--Unite with Equity

Reprinted from News Week of January 26, 1935, courtesy of Samuel T. Williamson, Editor.

In Manhattan last week Maurice McKenzie flicked a cigar ash from the bosom of his dark blue vest. The well-fed assistant of Will Hays, president of the Motion Picture Distributors and Producers Association, leaned back in his swivel chair and mouthed a Southern drawl: "I've been here for seven years and I haven't heard any mention of the Screen Actors Guild. It's a funny thing, isn't it?"

On a Miami beach this casual statement combined with the Florida sun to produce a violent heat wave. Eddie Cantor, black-haired president of the Guild, exploded: "So the Will Hays office says it has no record of the Screen Actors Guild? Well, it hasn't any record of the dirty pictures that were made either. Maybe the Guild's record got lost when the records of those pictures disappeared."

The venomous exchange betrays a conflict between producers and actors that movie fans have never suspected. For fifteen years, through Actors Equity Association, screen actors have haggled with Hollywood producers for union recognition. A year ago they formed the Screen Actors Guild. Last week they hammered through a major victory. They got for their Guild an official American Federation of Labor charter from the "Four A's"—the Associated Actors and Artists of America. This A. F. of L. affiliate, controlled by Actors Equity, spreads its union influence over the entire amusement field. Under the charter, Equity gives the Guild "complete authority" in Hollywood.

Thus, for the first time in history, every performer in the country, on stage or screen, joined hands—a solid front to fight for contracts, working conditions, and enforcement of N.R.A. codes.

Labor-minded Broadwayites cried Hosannas. They felt the agreement meant final victory for the closed shop that Equity fought in vain to set up in Hollywood six years ago.

The invention and discovery of "talkies" in 1928 was the indirect cause of that Equity-versus-Hollywood fight. Stage players, summoned posthaste to Hollywood by desperate producers because they could "speak lines," protested vehemently to Equity about bad working conditions.

Their chief grievance was long hours. Often screen players worked from 6 A. M. one morning until 2 A. M. the next, sometimes in two movies simultaneously.

The bank moratorium in March, 1933, was the godfather of the Screen Actors Guild. Pressed for money the producers threatened an eight-week salary moratorium. Actors fumed. When producers refused to make concessions during recovery code conferences the actors lost their patience. They formed the 2,500-member guild, primarily to help extras and unknown players rather than stars.

"The big fellow doesn't need protection in the clinches," barked Eddie Cantor. "It's the little guy that needs a referee to watch for butting and back-handing."

an Equity member send your check for \$9.00 to the Equity office at 6636 Hollywood Boulevard. That amount puts you in good standing until May 1, 1935. And if, like one or two others, you can't see why you should pay dues to two organizations, think first of the strength we have gained and second, of some of those extra eighths Equity collected for you when you really needed them.

The Junior Guild Election

The annual election for Officers and Directors of the Junior Guild will be held on April 9th, 1935. At the Board meeting of January 22nd, the following rules for the election were decided upon:

Any paid-up member may be nominated for an office by 25 members who are in good standing, provided the nomination is filed at the Guild office before 5 P. M. April 1st, 1935.

Complete tickets may be nominated in the same manner.

No nominations will be accepted after April 1st, and there will be no nominations from the floor.

The following offices will be filled at the election:

President, First and Second Vice-President, Secretary, Treasury, and ten members of the Board of Directors.

Your attention is called to the following resolution passed by the Board of Directors at the meeting of December 3, 1934:

RESOLVED, that any member of the Junior Screen Actors Guild who joins or is active in the support of a rival organization after October 1st, 1934, shall forfeit all rights to serve as an Officer and on all Boards and committees.

The publication of this notice in the Guild's Magazine makes it official, and it will be presumed that its publication will have brought it to the attention of every member.

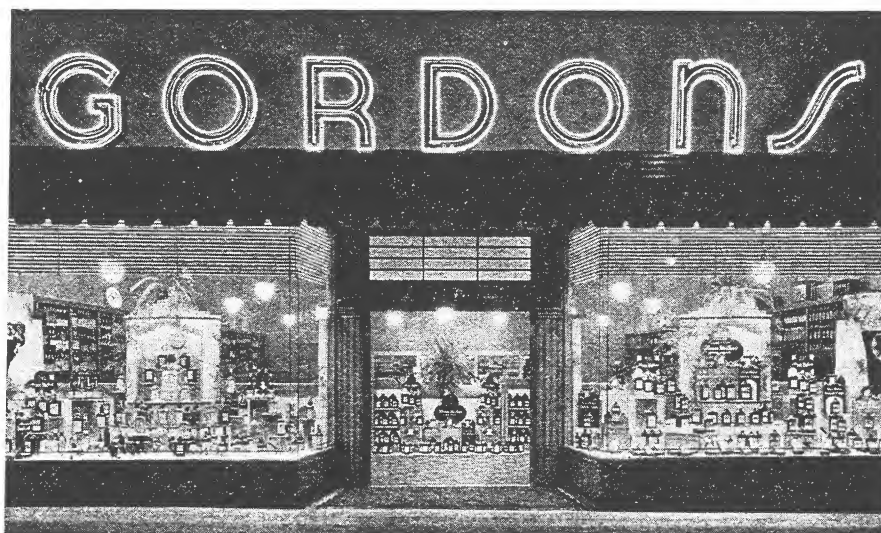
Mrs. Mabel E. Kinney

The Junior Guild wishes to express its gratitude to Mrs. Mabel E. Kinney for her able chairmanship of the Standing Committee for Extras.

Everyone knows of the remarkable work done by Mrs. Kinney, of the improvement of working conditions during the past year. At the general meeting in January, the Junior Guild Secretary announced the number of claims settled through Mrs. Kinney's committee. Between April 3rd and December 31st, 1934, 971 complaints were acted upon, and of these, 807 were filed through the Guild.

Mrs. Kinney is a fair and impartial chairman, but she has always taken the position that the Code is the law and should be enforced. Her long experience with the State Welfare Commission has fitted her admirably for the position she holds. Mrs. Kinney spends many hours interpreting the somewhat vague provisions of the Code and adapting them to practical application. Very often she works evenings until midnight on the mass of complaints, or in tiring committee meetings. Every member of the

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THE FUTURE

Arias Into Annuities

More than her far-flung homes (a shooting lodge in Scotland, a California ranch, an apartment in N. Y., a house in Paris and a 10-acre estate in Cannes), more than her dresses (250 of them) and her shoes (200 pair), Grace "One Night of Love" Moore prizes the engraved certificates which are tangible evidence that she will have a life-long income of fine figure in the form of annuities.

For in the far future, when today's gowns will be costume pieces, the value of Miss Moore's pact with the New York Life will still be as high as her crystal-clear top note which pours from hundreds of theatre sound horns each night to the delight of audiences opera-conscious for the first time.

Another enthusiastic Annuitant is her husband, Valentin Parera (Ronald Colman of Spain) who stars in Fox foreign productions. Together they have placed their annuities through Benjamin Leven, Hollywood's premier counsellor on this subject (whose record includes collecting



GRACE MOORE & VALENTIN PARERA
California, Scotland, Paris or the Riviera,
they will have no worries.

over 60 celebrity signatures on annuity applications during the past year).

Wisely Miss Moore has placed a goodly percentage of her share of the "One Night of Love" profits in annuities which are untouchable by disaster, manipulation, "switching" to other, less stable investments. Wisely she surveyed the entire field of annuity companies available and chose 90-year young New York Life. Wisely she selected Annuity Counsellor Benjamin Leven for his knowledge of this subject, to work out the details, make the arrangements for her annuities so that "One Night of Love" has brought a life-time of security, freedom from re-investment worries.

A Bow & An Invitation

To Miss Moore and Mr. Parera, a salute to artists who have displayed such shrewd business judgment. To other Hollywood artists, who desire to roll up comfortable incomes in few years, an invitation to phone HEMPstead 3862 and let Benjamin Leven draw up a plan for your future and continued enjoyment of current earnings. You will be surprised to learn how easy, rapid can be the accumulation of large-scale annuities.

Screen Writers' Assignments

1—Original Story; 2—Adaptations; 3—Continuity; 4—Dialogue; 5—Lyrics;
6—Music; *—In collaboration.

ADAMS, FRANK R.—Paramount
"Crimson Ice" 2-3-4*
AVRY, STEPHEN MOREHOUSE—Fox Movie-
tone. "Time Out for Love" 1-2-3-4
BARRINGER, BARRY—Ambassador
"Northern Frontier" 2-3-4
BARTLETT, SY—Warner Bros.
"Social Pirates" 2-3-4*
BELDEN, CHARLES S.—Warner Bros.
Untitled 1-2-4*
"Timber War" 2-3-4
BLOCK, RALPH—Universal
"Unconscious" 2-3-4
BRACKETT, CHARLES—Paramount
"Terror By Night" 3-4*
CLORK, HARRY—Universal
"Diamond Jim" 2-3-4*
CLUETT, JACK—R. K. O.
"Radio City Revels" 1-2-3-4*
COHEN, ALBERT J.—M. G. M.
"Times Square Lady" 1-2-3-4*
COHEN, LESTER—R. K. O.
CONDON, CHARLES—Masscot
"Secret Service" 1*
COOLIDGE, CARL—Cameo Prod.
"The Houghland Murder Case" 1-2-3-4*
COWAN, SADA—Paramount
"Chocolate" 2-3-4
DAVES, DELMER—Warner Bros.
"Page Miss Glory" 2-3-4*
DUBIN, AL—Warner Bros.
"Broadway Gondolier" 5
DUFF, WARREN—Warner Bros.
"Broadway Gondolier" 3-4
DUNNE, PETER FINLEY, JR.—Fox
"The Proud Princess" 2*
FARAGOH, FRANCIS EDWARDS—R. K. O.
"The Crime of Sylvestre Bonnard" 2-3-4
GILBERT, L. WOLFE—R. K. O.
"Murder in Tin Pan Alley" 5-6*
GOODRICH, FRANCES—M. G. M.
"Ah Wilderness" 2-3-4*
GRAHAM, JO—Columbia
"I Confess" 2-3-4*
GREGOR, ARTHUR—Cia. Nacional, Mex. City
"Adelita" 1-2-3-4-5
GRUEN, JAMES—Mascot
"Behind the Green Lights" 2-3-4
HACKETT, ALBERT—M. G. M.
"Ah Wilderness" 2-3-4*
HAYWARD, LILLIE—Warner Bros.
"The Green Cat" 2-3-4*
HENNECKE, CLARENCE—Cameo Prod.
"The Houghland Murder Case" 1-2-3-4*
HERBERT, F. HUGH—Warner Bros.
"Traveling Saleslady" 1-2-3-4*
HOFFENSTEIN, SAMUEL—Paramount
"Two On a Tower" 3-4*
HOYT, VANCE—Paramount
"Wild Glory" 1-2-3-4*
HUME, CYRIL—Fox
"Adios Argentina" 3-4
JOHNSON, HENRY—Fox
"Ten Dollar Raise" 2-3-4*
JOHNSON, NUNNALLY—M. G. M.
"Public Enemy No. 2" 4
KARNOPP, A. J.—Road Show Films Co.
"World's Museum of Crime" 1
KLEIN, PHILIP—Fox
"Work of Art" 3-4*
KOBER, ARTHUR—Fox
"The Brats" 1-3-4
LEVIEN, SONYA—Fox
"Beauty's Daughter" 3-4
Untitled original for Nino Martini 1-2*
LOGUE, CHARLES—Monogram
"Hoosier Schoolmaster" 2-3-4
MCCALL, MARY C. JR.—Warner Bros.
"Stella Parish" 3-4
MACDONALD, WALLACE—Mascot
"One Frightened Night" 2-3-4*

MALLOY, DORIS—Universal
"Diamond Jim" 2-3-4*
MANNING, BRUCE—Columbia
"Eight Bells" 3-4*
MARKS, CLARENCE—Universal
"Women Are Like That" 4*
MINTZ, SAM—Warner Bros.
"Haircut" 2-3-4
MYERS, HENRY—Paramount
Burns and Allen story 2*
NEVILLE, ROBERT—Fox
"The Rest Cure" 2*
"Rose of France" 2*
OPPENHEIMER, GEORGE—M. G. M.
"Man of the World" 2-3-4*
PARAMORE, EDWARD E. JR.—Paramount
"Guns" 1-2
RAPHAELSON, SAMSON—Fox
"Secret Lives" 4
RATHMELL, JOHN—Mascot
"No Man's Land" 3-4
"Streamline Express" 1
ROBERTS, MARGUERITE—Paramount
"End of the World" 3-4*
"Terror By Night" 3-4*
ROBINSON, CASEY—Warner Bros.
"Captain Blood" 2-3-4
ROOT, WELLS—M. G. M.
"Shadow of Doubt" 2-3-4
ROTHAFEL, ROBERT CHARLES—Universal
"Call of the Savage" 3-4*
SCHUBERT, BERNARD—M. G. M.
"Three Wise Fools" 2-3-4
Fox—"I Confess" 2-3-4*
SIMMONS, MICHAEL L.—Columbia
"Jim Burke's Boy" 1-2
SOLOW, EUGENE—Warner Bros.
"Patient In Room 18" 2-3-4
"Champion" 2-3-4
STEPHANI, FREDERICK—Paramount
"Drum Beats" 2-3-4*
Burns and Allen story 2-3-4*
THOMPSON, HARLAN—Paramount
"Rose of the Rancho" 2-3-4*
TRAUB, JOE—Warner Bros.
"Get Rich Quick" 1-3-4
TRISTRAM TUPPER—Universal
"The Great Impersonation" 2-3-4*
VEILLER, ANTHONY—R. K. O.
"Star of Midnight" 2-3-4*
WEAD, FRANK—M. G. M.
"Murder In the Fleet" 1-2-3-4*
WEXLEY, JOHN—R. K. O.
"They Also Serve" 1-2-4
WILSON, CAREY—M. G. M.
"Mutiny on the Bounty" 2-3-4*
YARDLEY, HERBERT O.—Universal
"The Great Impersonation" 2-3-4*
YOST, ROBERT—Fox
"Work of Art" 3-4*

Books, Plays, Articles, Stories

1—Story; 2—Article; 3—Book; 4—Play;
5—Song; *—In Collaboration

BERANGER, CLARA—"Tomorrow's Stars"
Non-Fiction, Liberty (2)
DOTY, DOUGLAS—"Mr. Claymore Steps Out"
Fiction, Kathleen Clifford (4)*
DUBIN, AL—"Latin From Manhattan" "The
Words Are In My Heart" M. Witmark
Sons (5)
EARLY, DUDLEY—An Interview, Non-Fiction,
Picture Play (2)
FRANKEN, ROSE—"Twice Born" Fiction;
Scribner's (3)
HERBERT, F. HUGH—"A Lover Would Be
Nice" Fiction; Macaulay (3)

News Guild Blazes Trail

(Continued from page 5)

ten days ago that the Labor Relations Board should have no jurisdiction to handle cases of this kind for industries whose N. R. A. Code provided for a court of appeal. This meant, of course, that the Dean Jennings case would be decided by the appeals body of the Newspaper Code Authority. The publishers' victory, however, is considerably minimized by the fact that a further Executive Order directs that if the Newspaper Appeal Board is unable to arrive at a decision, the matter shall be returned to the National Labor Relations Board, which shall present its recommendations to the President. The Appeal Board of the Newspaper Code is composed of four publishers and four labor representatives so that it appears probable that any attempt to arrive at a verdict there will end in stale-mate.

No motion picture producer has yet openly discharged any writer for his activity in The Screen Writers' Guild. If there have been covert efforts to arrive at the same end by more indirect routes it has not yet come to the attention of writers generally or of the Guild. It is not impossible, however, that such methods should be attempted in the future. It may, therefore, be of some interest to writers to know that the motion picture code does not contain an appeals body of the kind described by the President; and that any discrimination against a motion picture writer comparable to that alleged against Mr. Jennings could be taken directly to the National Labor Relations Board for action.

Writers in Hollywood have not asked for anything unreasonable. Nevertheless, the existence of a writer organization is always potentially a threat to the limited and socially old-fashioned aims of producers.

If the present position of producers on the Guild should ever lead to reprisals against Guild members, it is of value to know that the Federal Labor Relations Board exists for the purpose of maintaining a proper balance in the industry between the fluctuating forces of the employer and the employee.

HOYT, VANCE—"Malibu" Fiction; Grosset & Dunlap (3) *Weekly nature article*, Non-Fiction; Bob Wagner's Script (2)
KAHN, GUS—"Lo—The Poor Lyric Writer" Non-Fiction; Esquire (2)
KOBBER, ARTHUR—"Boggains In the Bronx" Fiction; The New Yorker (1)
RAPHAELSON, SAMSON—"Accent On Youth" Fiction; Crosby Gaige (4)
ROBERTS, MARGUERITE—"Triangle" Fiction; Liberty (1)
WEAD, FRANK—"Ceiling Zero" Fiction; Warner Bros. and Aurio Lee (4)
WEAVER, JOHN V. A. "Stage Door Johnnie" Non-Fiction; Esquire (2)

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"OUT SKAPOOSE WAY"

By
"RINTO" OLIVE

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and WRITTEN by the ARTIST



—accordin' to "Horse Shoe" Hawkins
Dear Editor:

The Ladies' Auxiliary Corps of The Biscuit & Needle Society (H. S. Hawkins—treasurer) held their weekly meetin' last thursday nite at The Idle Hour Magic Lantern Palace to decide the 10 best picchurs of the year. Here's th' list:



"Hawkins"

Drama:—THE GREAT AMERICAN TRAIN ROBBERY (Bronco Billy Anderson).

Comedy:—John Bunny in "THE OLD FIRE HORSE." (Kalem)

Serial:—"TH' CLUTCHIN' HAND" (also PERILS OF PEARLINE).

Scenic:—TH' 'FRISCO 'QUAKE (and some oil well what caught on fire down in Texas).

Antiquated Cartoon:—GERTRUDE, TH' GIGGLIN' DINASOOR by a feller named McKay (patented by Bray-Hurd Process).

Theedy Bary's "SALOME" looked like a sure winner until somewhere in th' 10th reel a jewish lookin' feller wearin' a Roman Stogie come along an' hacked off John-th' - Somebody's head an' served it on a golden platter. Mrs. Orson Dudd (nee Elsie Primm) swooned at the sight of it an' it took 2 bot-



"Mrs. O. Dudd"

tles of smellin' solts an' the last swig in yer correspondent's private flask t' bring her to.

Red Honkweiler's 2-color slide (advertisin' his pool hall) won honorable mention. It wuz drawn by Thaddius Potts (a local boy who's learnin' th' saddle makin' trade over at Skagg's Flats). Th' pitchur on th'



"T. Potts"
(behind tree)

slide showed Red teachin' Amos Lunk (local smart alek) the intricate game of pool. All's I know about th' game is that they have a kitchen table with a green table cloth stretched over it . . . an' hangin' on each of th' 4 corners is a hen's nest. At th' fur end of th' table there's a settin'. of eggs. Now, yuh take th' nest-egg, place it on th' other end, grab a broom-stick an' give th' nest-egg a poke—an' if th' nest-egg rolls down an' smacks all th' other eggs an' scatters 'em in th' nests, w'y, yuh git t' take a swipe at th' pants-buttons hangin' on th' clothes line up above. Seems foolish pastime t' me.

Speakin' of sportin' events: — Th'



baseball game last sunday between Th' Skapoose Skeletons an' Th' Hawg Creek Couriers (down back of Croneymiller's cow pasture) came to a sudden end when Capt. Hen Horsley slid into what he THOUGHT wuz 3rd base. Th' only home-run made wuz when "Sugarfoot" Jones' old woman showed up with a swill pail in one hand and a mop stick in th' other.



"Ma Jones"

Old "Horsetail" Grigsby (tightest man in 3 counties) caught his boy, Wes, thrown green apples at Ming Choo th' Chink last Tuesday, week. "Horsetail" blows up madder'n a wet hornet an' grabs Wes by th' collar an' bellars: "YOU WAISTIN FOOL! Y' DON'T KNOW SIC'M FROM

ALL GIT-OUT! THEM THERE AP-
PLES GROW ON TREES!"



"Horsetail Grigsby & son Wes"

Here's another pome by Oliver Tewksbury (local poet and hawg raiser). Ollie calls it BLANK VERSE, but I calls it wors e' that.

SPRING TONIC

By O. Tewksbury

When yer liver's feelin' torpid
And yer eyes dim up with tears,
Jes' fill yer soul with waffles (blank verse) BECAUSE THEY WAKE TH' STOMACH GENTLY AN' MAKE TH' GASTRIC JUICES JUMP FER JOY!

When yer ankle's feel all swollen
And yer hair don't seem t' comb
Gut ye down some cookin' whiskey (blank verse) BECAUSE IT MEL-LERATES TH' LUNGS AN' KEEPS YER HIDE FROM CRACK-IN'.

Well—at that, it don't rime no wors'n some of that jumbled junk this gal GERTY STEIN tries t' git off.

Yours fer news,

"Horse Shoe" Hawkins



"Tewksbury—B. C. (Before constipation)"

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Writers-Producers Code

Continued from page 4

for future employment by another producer at any time, subject to performance of the reader's existing contract.

(5) Any contract in which the reader is paid a salary by a producer by the day, the week, the month, or the year, and for a period less than two weeks is a week to week contract. Every reader who has worked for a producer on a week to week basis for ten weeks shall be required to give and shall be entitled to receive not less than one week's notice prior to the termination of his employment."

RULE XI

Administration and Violations.

"It shall be an unfair trade practice for any producer to violate any of the rules herein contained, and no producer shall violate such rules. No writer shall have the right to waive any of the foregoing rules, and such waiver shall be no defense to any claim of violation. It shall be an unfair trade practice for any producer to request a writer to violate any of the rules herein contained, and no producer shall make such request.

The foregoing rules contain minimum terms in favor of the writer or the reader as the case may be, and either may obtain better terms if he is able to do so, but the producer may not make contracts with writers or readers, respectively, on terms less favorable than are set forth in the foregoing rules. It is the intent and purpose of these rules to bring all writers within them and to govern contracts between producers and all writers. The Administrator from time to time may make and promulgate rules to carry out the intent and purpose hereof and to effectuate the enforcement and administration of this set of fair practices, not inconsistent therewith, and when so made and promulgated, they shall become a part hereof. Without limiting the generality of the foregoing, the Administrator may require a duplicate of all contracts between producers and writers to be filed with the Administrator and may require all producers to file forms of contracts with the Administrator and secure approval in advance of such form. Nothing herein contained shall require the violation of any bona fide contract existing before these rules go into effect."

RULE XII

General Booking Agency

"No motion picture producer shall participate in or engage writers through any general booking or employment agency. This does not prevent employment through writers' agents of the type now generally operating in the motion picture industry."

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Ibsen Comes to My House

(Continued from page 11)

him to the Labor Lyceum on Fourth Street and the Bowery to see "Ghosts."

I shall never be so impressed in the theatre by an audience again. There they were—men and women—old and young—having paid 75 cents for a seat, a great deal of money for a worker at that time, some of them still dressed in their shop clothes, waiting for the curtain to rise on Ibsen.

At last the performance was on. It was in Russian and everybody but myself seemed to understand, yet I was being transported to heights I have yet to reach on Broadway. It wasn't the play nor the acting—I knew very little about either—yet I had a strange feeling that I was part of a religious ceremony which had indeed the mysterious power to give me peace or destroy me within a moment.

Only once was I carried away by the acting. That was when my eyes fell upon the nervous and wretched countenance of poor, mad Oswald, looking up at his mother and calling for the sun. I recall, even at this moment, that his voice sounded like the bleating of a kid in pain. Only once more did I ever hear such a cry as Orlenieff uttered when he pleaded with his mother, and that was at a field hospital in France.

The curtain fell upon a canvas of faces turned upward which kept an impressive silence for about a minute and a half—and then, pandemonium. Seats, ordinary folding chairs, were cast aside in the rush to lift the great actor on the shoulders of the mob while the crowd sang the "Marseillaise." To save myself from dying of fright, or being crushed to death, I, too, joined the singing.

In Hollywood, a writer's option lapses when his pen has ceased to drip gold nuggets into the box office—and why not? The gentlemen who have wandered through the wilderness to find the Promised Land in Hollywood have built up a great industry, a business, built it on a chase, a covered wagon, a world war and a custard pie. They fully appreciate the value of the little white hand stuck out at the box office and thank God and the Morris Plan for that, or a lot of us would be on the dole instead of on the make.

But down there, where men have taught their stomachs to starve internationally, they lift the dead to lift their options. Dostoevsky has a Cycle Club; and Tolstoi has his Workingmen's Thinkers' Group; and Spinoza has his Athletic and Literary Bund; and Orlenieff has his Dramatic and Literary

Mrs. Mabel E. Kinney

(Continued from page 13)

Standing Committee can testify to her energy and fairness.

But perhaps one important fact has not been made clear to extra players. Mrs. Kinney receives no compensation from the Code Authority, and works only because of her public spiritedness and her interest in the problems of the extra player.

It is rumored that certain interests, opposed to Mrs. Kinney, are endeavoring to replace her with a chairman who would not be so aggressive in enforcing the provisions of the Code. Her decisions have very often cost the studios money, and more than occasionally have embarrassed casting officials who were trying to find ways to evade the Code. Should these people succeed in their efforts and Mrs. Kinney retire from the Committee, all the benefits which have been secured for the extra might easily be lost.

The Guild is not only grateful to Mrs. Kinney. It is solidly behind her in her work, and will fight any effort to replace her as chairman of the Standing Committee.

NEIGHBORS

The Guilds now have as a neighbor the business alma mater of a number of its members and other stars, including Janet Gaynor, Lita Grey Chaplin, Jobyna Ralston, Alice White, Molly O'Day and Sally O'Neil. This is the "Hollywood Secretarial" which has taken over the fourth floor of the Hollywood Center Building.

It has sent thousands of secretaries and accountants out into the business community, principally into the motion picture field.

Artists' League. In these circles, "The Raven" is recited with gestures and "The Bells" ring out loud enough to wake Edgar Allan Poe and "The Song of the Shirt" is rendered and rendered and rendered.

Occasionally as a young Orlenieff violently tears his shirt for the sake of "The Raven," you may catch him looking wistfully westward, with an appraising eye at Paul Muni's residence or Edward G. Robinson's pent-house sans ashcans, sans elevators, sans fire-escapes, yet he will turn quickly lest he be caught coveting his neighbor's luxuries to a letter on the wall of his clubroom which reads:

"Orlenieff, our leader, died in a Petrograd hospital for the insane, tearing at his breast and beating his head against the wall, crying: 'Mother, the sun.'"

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Serious Music In Pictures

(Continued from page 11)

we may reasonably hope that it will continue to be successful. It is used more naturally and in its right place. The lesson has been learned.

But serious music and its uses is still very much of an unproved quantity, even after the phenomenal success of "One Night of Love." Why? Because, while the familiarity with and greater understanding of popular music has improved the good taste with which it is now used, one is tempted to hazard the statement that it has been more through instinct than as a result of a correct analysis of music and its varying quality and emotional effect. So, good judgment in the use of better music has still to be proved by more examples than this one because it was not merely the quality or the choice of music that made this picture a success, but many other elements wholly aside from it.

How many times have we heard, "This picture proves beyond doubt that the public likes good music"? But again, let us not be misled. It does not take such a picture to prove that. The public has always liked good music WHEN IT WAS PRESENTED RIGHT, be it in concert, opera or pictures. And the public does not stop to think why, it merely likes what it likes. In the case of this picture the same music, less intelligently used would have been a dismal failure. Then what did make its success? It was the building up of the entire situation surrounding each musical number, its dramatic import, the suspense leading up to it, its vital connection with the story. By the time each number arrived the public had been keyed up to the pitch to appreciate it. Is it any wonder then that those great strains of melody had the effect they should always have? And music of inferior quality would have fallen dismally flat in the same situation. As long as it was music that had to "top" the scene, it had to be great to sweep the emotions of the audience on to the climax. If the music had been less great it would have been a dreary "let down," if the approach to the scene had been less well worked out the music itself would not have had the same thrill. It took the balance of the two to make each whole scene great.

And to what conclusion does all this lead? To this: Music is primarily emotional. When used as the accompaniment of words it furnishes a background that should underline, stress, or carry to greater heights the emotional import of the words. Listened to as pure music, if one will stop for a moment to analyze, it is still the accompaniment of thoughts,

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dreams, or pictures conjured into being by its unconscious effect on our emotions.

And what has all this to do with pictures and the subject in question? Music, to be used intelligently, should be always a parallel to the spoken word, the same thing said at the same time in a different language for the purpose of emphasis. If the situation is comedy, and music is to be added, to be a help rather than a hindrance it must have the same quality of lightness, of fun that the whole scene has. If the scene rises to great dramatic heights, then the music must keep pace, must have the same emotional intensity and effect. Otherwise there is a clash that leaves the listener somehow torn between the unequal, warring elements and the result is that the scene falls "flat," whether the reason for it is realized or not. It was the fine use of all the tolls of story, direction, dramatic build-up, spacing, cutting and all the other elements of good picture making that made the music in "One Night of Love" the success it was. And any time great music is placed as well, framed as cleverly, it will never fail to be a success. Whenever it is not, no matter how great the music, it will somehow be a disappointment.

There is no doubt that everyone truly interested in pictures, in the making of great pictures, wishes to see more of the kind and quality of the one above discussed, but in order to realize this, let us not again make the mistake of those first years. Let us consider carefully, not be swept along on a wave of popular acclaim and judge on impulse, but study in the light of their true values the elements with which we have to work. If we do this, then and then only have such pictures come to stay.

The Greatest Film Fan

(Continued from page 6)

proximately \$60 a night, refusing all courtesy offers from film exchanges.

The gruff old warrior fancies himself as a movie connoisseur. He has his favorites among the flicker folk. Douglas Fairbanks leads the list of these, due, no doubt, to the fact that he likes action pictures — particularly westerns. He doesn't believe in censorship, except when material concerned with revolutions creeps in. Then the General, as can well be imagined, gets out the pruning shears.

But aside from the enjoyment he gets from films, there is a deeper reason for his devotion to them: they are his means of keeping in touch with the outside world. He never leaves Venezuela — has never left it, except once in his youth when he retreated across the border into

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